

West Bengal Real Estate Regulatory Authority  
Calcutta Greens Commercial Complex (1<sup>st</sup> Floor)  
1050/2, Survey Park, Kolkata- 700 075

Complaint No.WBRERA/COM000799

Mr. Deepmani Pradhan & Mrs. Mimila Yolmo..... Complainants

Vs

Simoco Systems & Infrastructure Solutions Limited ..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 14.08.2024	<p>Advocate Mr. Chenoy Ceil (Mob. No. 9748072548 &amp; email Id: advocatichenoyceil@gmail.com) is present in the online hearing on behalf of the Complainant filing hazira and Vakalatnama through email.</p> <p>Legal Executive Smt. Laxmi Biswas (Mob. No. 9818665867 &amp; email Id – laxmi.biswas@simoco.com), of the Respondent Company is present in the online hearing on behalf of the Respondent filing hazira and Authorization through email.</p> <p>Heard both the parties in detail.</p> <p>The Advocate of the Complainant stated at the time of hearing that they have made total payment of Rs.2,98,000/- and they have got refund of Rs.1,00,000/- from the Respondent and at present the balance Principal amount is Rs.1,98,000/-.</p> <p>The Advocate of the Respondent stated that the balance amount is Rs.1,88,186/-, so it appears that there is contradiction regarding the balance Principal Amount as stated by both the parties.</p> <p>As per the Complainant the fact of the case is that:-</p> <ol style="list-style-type: none"><li>1. That the Complainant Mr. Deepmani Pradhan, S/o Mr. Pradeep Pradhan, aged about 38 yrs, by profession service, is filing this complaint on behalf of himself and his wife Mrs. Mimila Yolmo, wife of Mr. Deepmani Pradhan, aged about 38 years, by profession teacher, both r/o Geetanjali Bhwan, Raja Dorjee Market, Near Ganesh Mandir, Kalimpong, Darjeeling, W.B. 734301 as they are bona fide joint applicants/allotees and agreement holders of a studio apartment being Apt No. 416 on the 4<sup>th</sup> floor, Block/Building No. S.A -1 (under Precinct-13), having standard Built up area of approx 348 sq.ft. (subject to increase/decreased of 2.5% which will not affect the total consideration in any way) consisting of 1 (one) bed room, one living/dining room, 1 kitchen, 1 common toilet, one Varendah together with proportionate undivided share of the land at the project</li></ol>	

named "**Sanhita**" of the Respondent Promoter Company located at R.S. Dag No. 749, 750, 757, 850, 851, 852, 853, 854 Mouza – Satuli, J.L. No. 9, L.R. khatian Nos. 2191, 2166, 2172 P.S. Kashipur (formerly Bhangar), P.O. Pithapukur under Bhagwanpur Gram Panchayat, District- South-24 Pgs, W.B., vide an allotment letter dated 18.08.2017 and an **Agreement for Sale dated 22.05.2018** for a **total price of Rs.6,98,920/-**.

2. That the Respondents comprised of Simoco systems & Infrastructure Solutions Ltd., SG Computech Ltd., Simoco Telecommunications (south Asia) Ltd., and SG Aqua & Garden Fresh Pvt. Ltd., who was approached by the complainants sometime around April, 2017 for booking the said unit in the said project "**Sanhita**" since they were promised possession and delivery of the said unit by May 2020 and latest by May' 2021 under force majeure clauses. The Respondent had also promised to provide the completion certificate and possession certificate to the respondent upon completion of the said unit.
3. That based on the promises of the respondent for completion of the said Unit by May, 2020, the complainants paid the initial booking amount and was allotted the said unit vide an allotment letter dated 18.08.2017. Thereafter the complainants also executed the Agreement to Sale dated 22.05.2018.
4. That the Complainants have been making all the timely payments in several tranches in accordance with the construction linked payment plan and also availed a Housing Loan through Svatantrata Micro Housing Finance Corporation Ltd., and paid a total amount of Rs. 2,96,297/- to the Respondent towards the said unit.
5. That after repeated calls and continuous follow-ups with the respondent, their agents and representatives regarding the status of the completion of the said Unit, the complainants finally emailed the respondent on 06.03.2021 to cancel booking for the said Unit and also for cancellation of the said Agreement to Sale dated 22.05.2018, since the respondent had failed to deliver possession of the said Unit and did not even finish the said project "**Sanhita**".
6. That on 06.03.2021, an email reply from one Shayanee Mukherjee, a representative of the Respondent was sent to the complainants stating that the cancellation request will be possessed within 3 months.
7. That after repeated follow-ups and calls made by the complainants, the Respondent finally refunded an amount of **Rs.1,00,000/-** to the Respondent on 30.09.2022.
8. That being aggrieved by the same, the Complainants were compelled to take legal opinion from their Ld. Advocate, and upon instruction of the Complainants, the Ld. Advocate on 25.07.2023 also issued a

letter calling upon the Respondent to pay a total amount of Rs.10,78,011/-to the complainants towards compensation for delay in handover of the said Unit and also to pay interest on such amount paid by the complainants to the Respondent till date.

9. That the Respondent promised verbally to the complainants to refund the said amount but have still failed to refund the said amount till date. That the cause of action for this complaint first arose on 22.05.2021 and is continuing till date.

**The Complainant prays before the Authority for the following reliefs:-**

1. That the Respondent refund the pending amount of Rs.1,96,297/- paid towards the said Unit by the Complainants.
2. That the Respondent pay interest @SBI PLR + 2% p.a. for the period starting from the date of payments made by the Complainants till date of actual realization of such interest amount.
3. That the Respondent pay compensation to the complainants at Rs.5/- x 348 sq.ft. of Rs.1740/-p.m., accruing from 22.05.2021 till the date of actual realization of such amount.
4. That the respondent pay the interest amount and all ancillary fees that the complainants had to bear to close the loan account with Svatantrata Micro Housing Finance Corporation Ltd.
5. That the respondent to cancel the said Agreement to Sale dated 22.05.2018.
6. That the Respondent pay Rs.1,00,000/-towards litigation costs and compensation for the harassment, inconvenience, frustration and mental agony suffered by the complainants.

**Complainant prays before this Authority for the following interim relief:-**

An interim order of injunction be passed restraining Respondent and his men, agents, associates from disposing and/or alienating and/or encumbering and/or creating third party right and/or dealing with the said unit in any manner whatsoever till disposal of this matter.

After hearing both the parties, the Authority is pleased to admit this matter for further hearing and order as per the provisions contained in Section 31 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 36 of the West Bengal Real Estate (Regulation and Development) Rules, 2021 and give the following directions:-

Let '**Mrs. Mimila Yolmo**' be included as Joint Complainant in this Complaint Petition as she is the wife of the Complainant Mr. Deepmani Pradhan as well as Joint Allottee in the present transaction, therefore, she is a necessary party and she should be added for adjudication of this matter and henceforth in all the records of this matter her name shall be recorded as Joint Complainant.

The **Complainants** are directed to submit their total submission regarding this Complaint Petition on a Notarized Affidavit annexing therewith notary attested /self-attested copy of supporting documents and a signed copy of

the Complaint Petition and send the Affidavit (in original) to the Authority serving a copy of the same to the Respondent, both in hard and scan copies, within **15 (fifteen) days** from the date of receipt of this order of the Authority by email.

The **Complainant** is further directed to provide in a Tabular Form in their Affidavit all the payments made by them specifying the date, amount, money receipt number, if any, and the total amount.

The **Complainant** is further directed to send a scan copy of their Affidavit to the email id of the Legal Executive of the Respondent, as mentioned above.

The **Respondent** is hereby directed to submit its Written Response on Notarized Affidavit regarding the Complaint Petition and Affidavit of the Complainant, annexing therewith notary attested/self-attested copy of supporting documents, if any, and send the Affidavit (in original) to the Authority serving a copy of the same to the Complainant, both in hard and scan copies, within **15 (fifteen) days** from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

The **Respondent** is further directed to specifically state in their Affidavit the total Principal Amount paid by the Complainant alongwith supporting documents.

The **Respondent** is also directed to submit a **Refund Schedule** in their affidavit specifically stating the number, date and amount of installments by which they will refund the balance principal amount alongwith interest @ SBI +PLR 2% per annum for the period starting from the respective dates of payments made by the Complainant till the date of realization.

Fix **09.01.2025** for further hearing and order.



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority